

AG Contract No. KR94 2890TRN
ECS File: JPA 94-211
Project No.: BR-984(66)P
TRACS No.: SB358 09D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CLARKDALE

THIS AGREEMENT is entered into 31 January, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF CLARKDALE acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; and the application of
pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town; the field survey of the project has been
completed; and the plans, estimates and specifications have
been prepared and, as required, submitted to the Federal
Highway Administration (FHWA) for its approval.

NO. <u>19443</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/31/95</u>
<u>James Lee Shull</u> Secretary of State
By <u>Vicky Commins</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	3,000.00
Federal Aid Funds @ 80%	\$	2,400.00
Town Funds @ 20%	\$	600.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Town of Clarkdale
Town Manager
890 Main Street
Clarkdale, AZ 85533

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CLARKDALE


STATE OF ARIZONA

Department of Transportation

By



JERRY WILEY
Mayor

By


PETER L. ENO
Contract Administrator

ATTEST:

By



GAYLE MABERTY MABERY
Town Clerk

453/25-28
16nov

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Clarkdale for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


Per: LARRY S. BONINE
Director

#969

MINUTES OF A REGULAR MEETING OF THE COMMON COUNCIL OF THE TOWN OF CLARKDALE HELD ON TUESDAY ~~JANUARY 10, 1995~~, IN THE MEN'S LOUNGE, CLARK MEMORIAL CLUBHOUSE, CLARKDALE, ARIZONA.

A regular meeting of the Common Council of the Town of Clarkdale was held on Tuesday, January 10, 1995, at 7:00 p.m. in the Men's Lounge of the Clark Memorial Clubhouse.

Councilmen:	Mayor	Jerry Wiley
	Vice Mayor	Reynold Radoccia
	Councilmen	Janice Benatz
		Ray Selna
		Andy Vircsik
Staff:	Town Manager	Pat Spence
	Assistant Town Manager	Jay Trewern
	Town Attorney	Robert S. Pecharich
	Town Clerk	Gayle Mabery
	Administrative Assistant	Joyce Driscoll
	Fire Chief	Dan Williams

Other in attendance: Kerrie Snyder, Caroyne & Harmon Avera, Ellie Bauer, Mike and Liz Hensley, Chris Rhorer, Jim Gemmill, Bill Weeks, Tom Murphy, Chris Wylie, Jim Duke, Mike Pierce and others who did not sign in.

Mayor Wiley called the meeting to order at 7:07 p.m. and noted that all Councilmembers were present.

APPROVAL OF MINUTES: Councilman Vircsik moved to approve the minutes of the Regular Council Meeting held December 13, 1994. Vice Mayor Radoccia seconded and the motion carried unanimously.

PUBLIC COMMENT: Harmon Avera, 1090 Old Jerome Highway, thanked all the Town departments who helped coordinate the Made-In-Clarkdale art exhibition in December. He stated that the show was very successful and that over 450 people attended the Grand Opening.

Mr. Avera then stated his concern that the Town does not know the ownership status of some of the roads in town, including Old Jerome Highway. He urged the Council to check on the status of the road to see if it is actually a Town road.

Councilman Selna stated that he feels that the real issue here is that the Design Review Board was not set up to enforce the Sign Code and that this should have been a variance issue before the Council to start with. Discussion followed on the discrepancies between the Sign Code, the Design Review Board ordinance and the Zoning Code. Discussion also followed about the issue of allowing larger signs on commercial land than on residential land. The Council agreed that the codes need to be looked at and revised to prevent the types of discrepancies that are occurring.

Councilman Benatz moved to uphold the Design Review Board decision to deny Mr. Kingston's application and to notify Mr. Kingston that he would need to apply for a variance if he wishes to seek permission to place the sign. Mayor Wiley seconded and the motion carried unanimously.

CONSIDERATION OF A PROCLAMATION - A proclamation supporting the development of a vision to be used as a guideline for decision making for Yavapai County. Mayor Wiley moved to adopt the proclamation supporting the development of a vision to be used as a guideline for decision making for Yavapai County. Councilman Benatz seconded and the motion carried unanimously.

Councilman Selna stated that Vice Mayor Radoccia had been appointed to represent Clarkdale on this committee. Councilman Vircsik noted that he believes Clarkdale should develop a vision statement of their own.

CONSIDERATION OF A RESOLUTION - A resolution making an appointment to the Economic Development Action Team. Councilman Benatz moved to adopt Resolution #797, appointing Fred Lattanzi as a member of the Economic Development Action Team. Councilman Selna seconded and the motion carried unanimously.



CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT -An agreement between the Town of Clarkdale and the Arizona Department of Transportation describing ADOT's role in conducting work on the ADOT Bridge Scour Evaluation Study. Councilman Benatz moved to adopt the Intergovernmental Agreement between the Town of Clarkdale and ADOT which describes ADOT's role in conducting work on the ADOT Bridge Scour Evaluation Study. Councilman Selna seconded and the motion carried unanimously.

REVIEW OF ARIZONA MUNICIPAL RISK RETENTION POOL SUMMARY OF ASSESSMENT/SURPLUS - Discussion of assessment calculations and effect on future Town budgets.

JPA 94-211

APPROVAL OF THE CLARKDALE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CLARKDALE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 10th day of JANUARY, 1994.

Robert S. Palmer

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

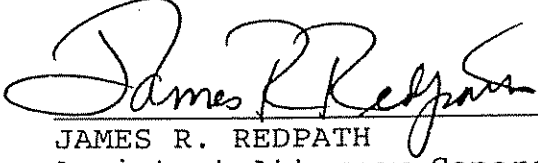
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2890-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of January, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
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